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ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

VINCENZO MAZZAMUTO,  
Plaintiff,

v.

UNUMPROVIDENT  
CORPORATION, et al.,  
Defendants

CIVIL ACTION  
NO. 1:CV-01-1157

JUDGE CONNER

FILED  
HARRISBURG, PA

JUL 14 2003

MARY E. D'ANDREA, CLERK  
Per                       
Deputy Clerk

**DEFENDANTS' MOTION IN LIMINE ADDRESSING EX PARTE  
COMMUNICATIONS BY PLAINTIFF'S COUNSEL IN APPARENT  
VIOLATION OF RULES OF PROFESSIONAL CONDUCT**

Defendants UNUMProvident Corporation, Paul Revere Life Insurance Company and New York Life Insurance Company ("Defendants") hereby move in limine to exclude the evidence of the waiver of life insurance premiums by New York Life from trial.

Plaintiff's counsel Richard C. Angino has apparently violated Pennsylvania Rule of Professional Conduct 4.2 when he engaged in *ex parte* communications after the commencement of this lawsuit with representatives of Defendant New York Life Insurance Company, a represented party, to demand --

under threat of a bad faith claim -- the continuation of the waiver of premium under a life insurance policy issued by New York Life which is separate and distinct from the disability policy at issue in this case.

While Defendants believe that the waiver of premium under the life insurance policy is wholly irrelevant, Plaintiff's position is that the waiver is relevant, and the Court has agreed. Accordingly, given Plaintiff's position on relevance, Plaintiff's counsel should have obtained the consent of New York Life's counsel of record before communicating directly with New York Life. Such consent was not requested and, in any event, would not have been provided.

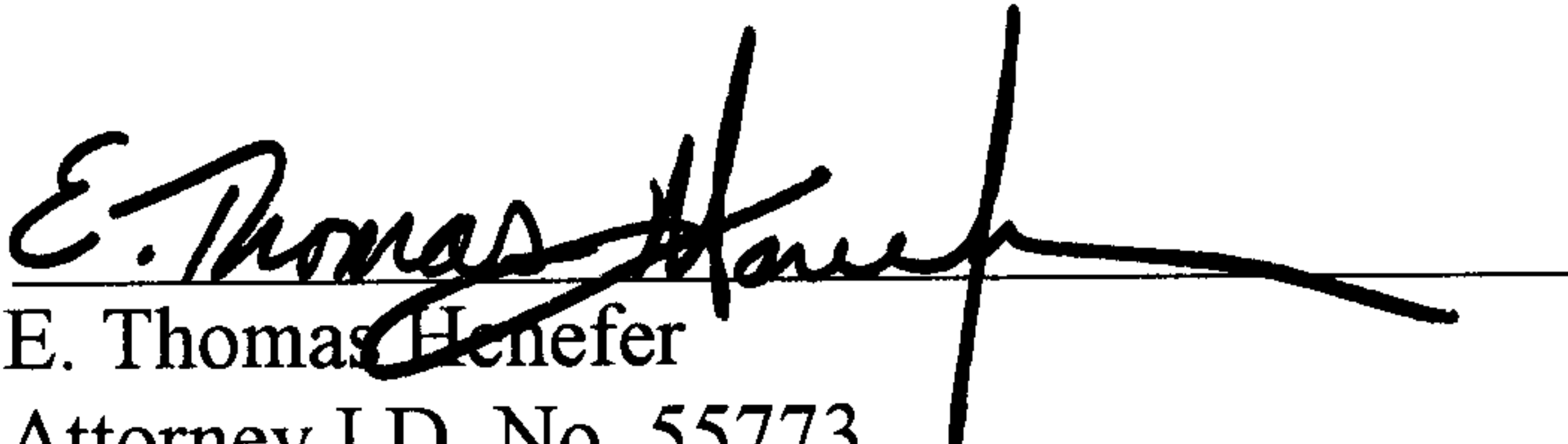
Plaintiff's counsel further violated the Court's discovery order by demanding the production of documents from a party (again, while threatening a bad faith claim) well after the close of discovery. For these reasons and those set forth in Defendants' Memorandum of Law in Support of this motion, which is incorporated herein in its entirety, Defendants' motion should be granted.



WHEREFORE, for the reasons set forth above and in the accompanying Memorandum of Law, Defendants respectfully request this Court to grant their motion in limine.

Dated: July 14, 2003

STEVENS & LEE

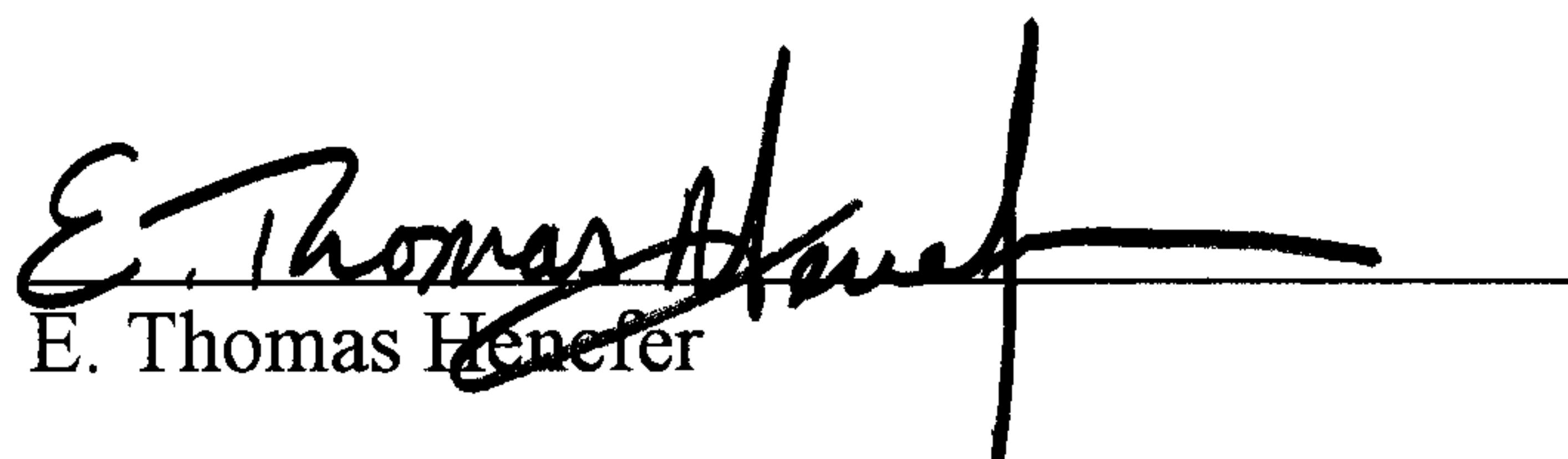
By   
E. Thomas Henefer  
Attorney I.D. No. 55773  
Kirk L. Wolgemuth  
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111 North Sixth Street  
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Attorneys for Defendants UNUM Provident Corporation, Paul Revere Insurance Company, and New York Life Insurance Company

**CERTIFICATE OF SERVICE**

I, E. Thomas Henefer, Esquire, certify that on this date, I served a certified true and correct copy of the foregoing Motion upon the following counsel of record, by hand delivery to the following address:

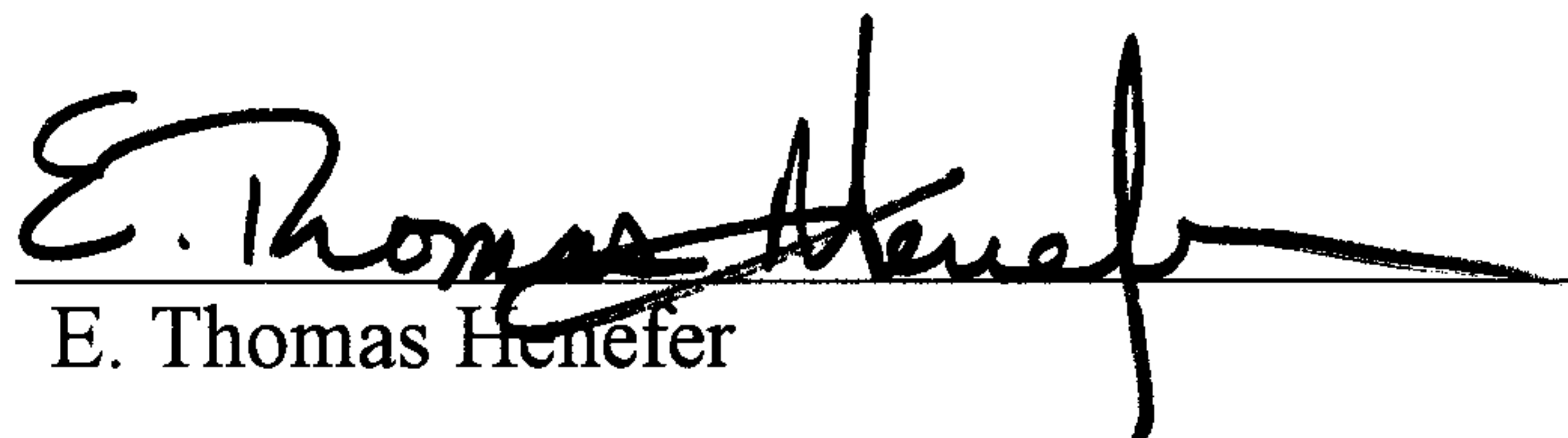
Richard C. Angino, Esquire  
4503 North Front Street  
Harrisburg, PA 17110-1708

  
E. Thomas Henefer

Date: July 14, 2003

## CERTIFICATE OF NON-CONCURRENCE

I, E. Thomas Henefer, Esquire certify pursuant to Local Rule 7.1 that  
Plaintiff's counsel does not concur in the foregoing motion.

  
E. Thomas Henefer

Dated: July 14, 2003